



## Terms and conditions of business, delivery and payment

October 2020

### I. General

1. All purchase contracts entered into with UNIFERM GmbH & Co. KG (hereinafter in brief UNIFERM) for yeast, baking agents, fermentation and other products are based exclusively on these conditions of sale and delivery. Individual agreements entered into by way of a contract that may apply shall only have preference over these conditions if they have been entered into in writing.
2. Terms and conditions of business of the customer that differ from or are contrary to our conditions shall only place UNIFERM under obligation if they have been expressly acknowledged in writing as having binding force. These conditions shall also apply if the delivery is performed unconditionally in knowledge of the customer's contrary or differing conditions.
3. These terms and conditions of business, delivery and payment only apply to companies within the meaning of Section 310(1) BGB (German Civil Code).
4. The legal invalidity of a part of these conditions shall not affect the validity of the other provisions.

### II. Offers and entering into contracts

All offers are subject to change without notice at all times. Verbal agreements and any agreements with representatives and business travellers shall only be valid if confirmed in writing by UNIFERM.

### III. Prices and delivery

1. All prices are to be understood plus the statutory value added tax.
2. The filling weight stated on the packaging at the time the goods are put into circulation is authoritative with regard to determining the delivery weight.
3. Unless otherwise agreed, deliveries are free of charge. This is conditional on the fact that UNIFERM is only required to deliver to a warehouse or production facility of the customer. If the preconditions for a delivery ex ramp are not met, a route surcharge and/or cartage and delivery charge shall apply. If deliveries are performed by way of so-called transfer orders for the buyer's customer, a route surcharge shall apply.
4. Delivery times and other delivery agreements shall only have binding force if agreed in writing; UNIFERM is entitled to provide partial deliveries.



## IV. Passing of risk and guarantee

1. Risk shall pass to the customer upon the surrender of the goods for the customer's power of disposal.
2. If the delivery is performed at the customer's request by a forwarding agent or carrier, risk shall pass to the customer upon the hand-over of goods to the seat the latest, however, when the goods leave the factory or branch.
3. In the case of transfer orders, all deliveries are performed on the account and at the risk of the customer.
4. Notification of defects is to be provided in writing without delay, at the latest within 5 workdays following receipt of the delivery. The guarantee for justified defects is limited, by way of exclusion of all further-reaching claims, to free subsequent delivery of faulty goods upon the return of the corresponding quantity of the goods for which a complaint is made. The terms and conditions of business, delivery and payment apply accordingly to subsequent deliveries. Any kind of claims for damages, including regarding damage that does not apply to the goods or regarding violation of other contractual obligations, and accessory obligations, are expressly excluded provided such action is legally permissible.

## V. Due date and payment

1. Unless a payment period to the contrary is agreed, UNIFERM invoices fall due for payment within 14 calendar days.
2. Payment is to be made via bank transfer to one of the UNIFERM accounts without any deduction. Cheques and other payment agreements shall only apply as payment once they have been credited within the meaning of these conditions. The cost of returned direct debit transactions and cheques not honoured etc. shall be borne by the customer.

## VI. Default in payment and setting off

1. If the payment period is exceeded, UNIFERM shall be entitled to charge default interest of 8 percent above the respective base lending rate (§ 247 BGB) from the due date.
2. Setting off or the exercising of a right of retention based on the customer's counter-claims are excluded provided such claims are not granted in writing or have not become res judicata.
3. In the event of serious deterioration in the financial circumstances or default in payment on the part of the customer, all outstanding receivables of UNIFERM shall immediately fall due for payment without consideration given to potential payment agreements or the term of accepted cheques. UNIFERM is entitled to withdraw from ongoing delivery contracts and request advance payments for additional deliveries or partial deliveries.



## VII. Reservation of title

1. Up until payment of all claims resulting from the business association, UNIFERM reserves the right to retain ownership of the supplied goods, which may only be sold in the ordinary course of business.
2. By processing the supplied goods the buyer shall not acquire ownership of wholly or partially manufactured items. In the event that the reservation of title nevertheless expires due to any circumstances, UNIFERM and the buyer agree at this point in time that ownership of the items shall pass to UNIFERM upon processing.
3. In the case of processing the supplied goods with goods still owned by third-parties, UNIFERM shall acquire co-ownership of the new items. The scope of such co-ownership is based on the proportion of the invoice value of the goods supplied by UNIFERM to the invoice value of the other goods.
4. The buyer hereby assigns to UNIFERM the claim from the sale of the reserved goods insofar as the goods have been processed. If the processed item only contains items that either belonged to the buyer or had only been supplied under the so-called basic reservation of title in addition to the seller's reserved goods, the buyer assigns to UNIFERM the entire purchase price claim. In other cases, i.e. in the event of the confluence of advance assignments to several suppliers, UNIFERM shall be entitled to a fraction of the claim in accordance with the proportion of the invoice value of its reserved goods to the invoice value of the other processed items.
5. Over-securing clause: insofar as the total receivables of UNIFERM as a result of such assignments are unequivocally secured at more than 120 %, the surplus accounts receivable shall, at the buyer's request, be released at the discretion of UNIFERM.

## VIII. Force majeure

In cases of force majeure UNIFERM is released from the fulfilment of contractual obligations, in particular from the obligation to deliver. Cases of force majeure shall release the parties from mutual obligations to pay damages.

Cases of force majeure also include war, armed conflicts, riots, acts of terrorism, insurrections, plant closures or operational restrictions due to lack of operating or raw materials, cases of epidemics, pandemics or epidemics identified by the RKI or the WHO, natural disasters, machine breakdowns, traffic disruptions, strikes and lockouts, boycotts, disruptions in the upstream supply or transport chain, official measures or decrees as well as border closures, and all similar cases that result in a breakdown or reduction in production.

The contractual partners shall inform each other immediately of the existence of a case of force majeure and shall take all reasonable steps to minimize the consequences.



## IX. Social responsibility

UNIFERM expects from its business partners compliance with the internationally recognized and applicable Laws relating to human rights. This includes those Laws related to the protection of employees, which require that there is no form of forced labor or corporal punishment and no child labor within the meaning of the applicable national Laws, that employees shall not be illegally discriminated against and that Laws on the working hours, wages and other workplace Laws shall be complied with.

## X. Anti-corruption

Business partners will not directly or indirectly, in private business or public sector dealings, offer, give or agree to offer or give any payment, gift or other advantage with respect to any matters which are the subject of these Terms which would violate any anti-corruption laws or regulations; is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust; or which a reasonable person would otherwise consider to be unethical, illegal or improper.

## XI. Data protection

1. UNIFERM stores contract data provided this is required for routine execution of awarded contracts.
2. The decision by UNIFERM about justifying, executing or ending contractual relationships may, in individual cases, be conditional on credit references. This also impacts probability values the calculation of which includes address data.
3. This does not affect the provisions of the German Federal Data Protection Act.

## XII. Place of performance and jurisdiction

The court with jurisdiction for Werne is deemed the place of performance and jurisdiction for all disputes. However, UNIFERM is also entitled to bring an action against the customer at the court with jurisdiction for the customer's place of residence. The law of the Federal Republic of Germany applies. The validity of the UN Convention on Contracts for the International Sales of Goods is excluded.

## XIII. Safeguarding clause

Contracts entered into with UNIFERM shall continue to have binding force if individual points in their other parts are legally invalid. Invalid provisions are to be reworded in accordance with the parties' assumed will with consideration given to legal requirements.